

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

BETTY’S BEST, INC.,

Plaintiff,

v.

THE INDIVIDUALS, PARTNERSHIPS, AND
UNINCORPORATED ASSOCIATIONS IDENTIFIED
ON SCHEDULE “A”,

Defendants.

Case No. 24-cv-07884

Hon. Thomas M. Durkin

Magistrate Judge Jeffrey T. Gilbert

DEFAULT FINAL JUDGMENT ORDER

This action having been commenced by Plaintiff BETTY’S BEST, INC. (“BETTY’S BEST”) against the defendants identified on Amended Schedule A, and using the Defendant Domain Names and Online Marketplace Accounts identified on Amended Schedule A (collectively, the “Defendant Internet Stores”), and BETTY’S BEST having moved for entry of Default and Default Judgment against the defendants identified on Amended Schedule A attached hereto which have not yet been dismissed from this case (collectively, “Defaulting Defendants”);

This Court having entered a preliminary injunction; BETTY’S BEST having properly completed service of process on Defaulting Defendants, the combination of providing notice via electronic publication and e-mail, along with any notice that Defaulting Defendants received from domain name registrars and payment processors, being notice reasonably calculated under all circumstances to apprise Defaulting Defendants of the pendency of the action and affording them the opportunity to answer and present their objections; and

The Defaulting Defendants have not answered or appeared in any way, and the time for answering having expired, so that the allegations of the Complaint are uncontroverted and are deemed admitted;

This Court finds that it has personal jurisdiction over Defaulting Defendants because Defaulting Defendants directly targets their business activities toward consumers in the United States, including Illinois. Specifically, BETTY'S BEST has provided a basis to conclude that Defaulting Defendants have targeted sales to Illinois residents by setting up and operating e-commerce stores that target United States consumers using one or more seller aliases, offers shipping to the United States, including Illinois, accepts payment in U.S. dollars and/or funds from U.S. bank accounts, and has sold products using infringing and counterfeit versions of BETTY'S BEST's federally registered trademarks (the "BETTY'S BEST Trademarks") and copyrighted works (the "BETTY'S BEST Copyrights"), to residents of Illinois. In this case, BETTY'S BEST has presented screenshot evidence that Defaulting Defendants' e-commerce stores are reaching out to do business with Illinois residents by operating one or more commercial, interactive internet stores through which Illinois residents can and do purchase products using counterfeit versions of the BETTY'S BEST Trademarks and Copyrights. *See* Docket No. 12-2, which includes screenshot evidence confirming that Defaulting Defendants' e-commerce stores do stand ready, willing and able to ship its counterfeit goods to customers in Illinois bearing infringing and/or counterfeit versions of the BETTY'S BEST Trademarks and Copyrights.

A list of the BETTY'S BEST Trademarks is included in the below chart.

Registration Number	Registered Trademark	International Classes
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5,072,866	STRIPHAIR	21: Grooming tools, namely, combs and brushes for pets, horses and livestock; Currycombs
5,328,641	THE GENTLE GROOMER	21: Grooming tools, namely, combs and brushes for pets, horses and livestock; Currycombs

A list of the BETTY'S BEST Copyrights is included in the below chart.

Registration Number	Copyright Title and Description	Effective Date of Registration
VA 2-299-367	StripHair Product Pictures 2020 (group of 10 photographs)	May 12, 2022
VA 2-300-902	StripHair Product Pictures 2019 (group of 7 photographs)	May 19, 2022
VA 2-304-928	StripHair Product Pictures 2018 (groups of 2 photographs)	June 3, 2022
VA 2-304-931	StripHair Product Pictures 2021 (group of 8 photographs)	June 3, 2022
PAu 4-142-655	SH-Video-1 11.01.2019 (entire motion picture)	June 14, 2022
PAu 4-142-666	SH-Video-2 4.01.2021 (entire motion picture)	June 14, 2022
PAu 4-143-928	SH-Video-3 7.01.2021 (entire motion picture)	June 30, 2022
PAu 4-143-929	SH-Video-4 4.01.2018 (entire motion picture)	June 30, 2022
PAu 4-145-045	SH-Video-5 3.01.2019 (entire motion picture)	July 14, 2022
PAu 4-145-360	SH-Video-7 6.01.2020 (entire motion picture)	July 19, 2022
PAU 4-145-361	SH-Video-8 5.01.2021 (entire motion picture)	July 19, 2022
PAu 4-145-379	SH-Video-6 2.01.2019 (entire motion picture)	July 19, 2022

BETTY'S BEST's website content comprising photographs and text, titled "striphair.com website" is duly registered with the Register of Copyrights under the Registration No. VA 2-271-013, effective October 6, 2021.

BETTY'S BEST's grooming tool's design features are protected under a design patent and registered with the United States Patent and Trademark Office under U.S. Patent No. D841,900 S titled "HORSE OR PET GROOMING TOOL."

This Court further finds that Defaulting Defendants are liable for willful federal trademark infringement and counterfeiting (15 U.S.C. § 1114), false designation of origin (15 U.S.C. § 1125(a)), violation of the Illinois Uniform Deceptive Trade Practices Act (815 ILCS § 510 *et seq.*), and willful copyright infringement (17 U.S.C. § 504). The Court denies Plaintiff's request for entry of judgment on the claims for willful design patent infringement (35 U.S.C. § 284) and violations of the Digital Millennium Copyright Act (DMCA) (17 U.S.C. § 1202).

Accordingly, this Court orders that BETTY'S BEST's Motion for Entry of Default and Default Judgment is GRANTED as follows, that Defaulting Defendants are deemed in default, and that this Default Judgment is entered against Defaulting Defendants.

This Court further orders that:

1. Defaulting Defendants, their officers, agents, servants, employees, attorneys, and all persons acting for, with, by, through, under, or in active concert with it be permanently enjoined and restrained from:
 - a. using the BETTY'S BEST Trademarks and Copyrights, or any reproductions, counterfeit copies, or colorable imitations in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine BETTY'S BEST product or not authorized by BETTY'S BEST to be sold in connection with the BETTY'S BEST Trademarks and Copyrights,;
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine BETTY'S BEST product or any other product produced by BETTY'S BEST, that is not

BETTY'S BEST's or not produced under the authorization, control, or supervision of BETTY'S BEST and approved by BETTY'S BEST for sale under the BETTY'S BEST Trademarks and Copyrights,;

- c. committing any acts calculated to cause consumers to believe that Defaulting Defendants' products are those sold under the authorization, control, or supervision of BETTY'S BEST, or are sponsored by, approved by, or otherwise connected with BETTY'S BEST; and
 - d. manufacturing, shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for BETTY'S BEST, nor authorized by BETTY'S BEST to be sold or offered for sale, and which bear or use any of BETTY'S BEST's trademarks or copyrighted works, including the BETTY'S BEST Trademarks and Copyrights, or any reproductions, counterfeit copies or colorable imitations.
2. Defaulting Defendants and any third party with actual notice of this Order who is providing services for any of the Defaulting Defendants, or in connection with any of the Defaulting Defendants' Online Marketplaces, including, without limitation, any online marketplace platforms such as eBay, Inc., AliExpress, Alibaba Group Holding Ltd. ("Alibaba"), Amazon.com, ContextLogic, Inc. d/b/a Wish.com ("Wish.com"), and Dhgate (collectively, the "Third Party Providers"), shall within seven (7) calendar days of receipt of this Order cease:
- a. using, linking to, transferring, selling, exercising control over, or otherwise owning the Online Marketplace Accounts, or any other online marketplace account that is being used to sell or is the means by which Defaulting Defendant could

continue to sell counterfeit and infringing goods using the BETTY'S BEST Trademarks and Copyrights; and

b. operating and/or hosting websites that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product bearing or using the BETTY'S BEST Trademarks and Copyrights, or any reproductions, counterfeit copies or colorable imitations thereof that is not a genuine BETTY'S BEST product or not authorized by BETTY'S BEST to be sold in connection with the BETTY'S BEST Trademarks and Copyrights.

3. Upon BETTY'S BEST's request, those with notice of this Order, including the Third-Party Providers as defined in Paragraph 3, shall within seven (7) calendar days after receipt of such notice, disable and cease displaying any advertisements used by or associated with Defaulting Defendant in connection with the sale of counterfeit and infringing goods using the BETTY'S BEST Trademarks and Copyrights.
4. Pursuant to 15 U.S.C. § 1117(c)(2) and 17 U.S.C. § 504(c), BETTY'S BEST is awarded statutory damages from each of the Defaulting Defendants **identified as trademark or copyright infringers on Exhibit 1 attached hereto** in the amount of \$100,000 for willful use of counterfeit BETTY'S BEST Trademarks on products sold through at least the Defendant Internet Stores; and the amount of \$100,000 for willful, unauthorized use of BETTY'S BEST Copyrights on products sold through at least the Defendants Internet Stores. These awards shall apply to Defaulting Defendants only once, even if they are listed under multiple different aliases in the Complaint and Amended Schedule A.
5. Any Third Party Providers holding funds for Defaulting Defendants, including PayPal, Inc. ("PayPal"), Alipay, Alibaba, Wish.com, Ant Financial Services Group ("Ant Financial"),

and Amazon Pay, shall, within seven (7) calendar days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants or the Defendant Internet Stores from transferring or disposing of any funds (up to the statutory damages awarded in Paragraph 4 above) or other of Defaulting Defendants' assets.

6. All monies (up to the amount of the statutory damages awarded in Paragraph 4 above) currently restrained in Defaulting Defendants' financial accounts, including monies held by Third-Party Providers such as PayPal, Alipay, Alibaba, Wish.com, Ant Financial, and Amazon Pay, are hereby released to BETTY'S BEST as partial payment of the above-identified damages, and Third Party Providers, including PayPal, Alipay, Alibaba, Wish.com, Ant Financial, and Amazon Pay, are ordered to release to BETTY'S BEST the amounts from Defaulting Defendants' financial accounts within fourteen (14) calendar days of receipt of this Order.
7. Until BETTY'S BEST has recovered full payment of monies owed to it by any Defaulting Defendants, BETTY'S BEST shall have the ongoing authority to commence supplemental proceedings under Federal Rule of Civil Procedure 69.
8. In the event that BETTY'S BEST identifies any additional online marketplace accounts or financial accounts owned by Defaulting Defendants, BETTY'S BEST may send notice of any supplemental proceeding, including a citation to discover assets, to Defaulting Defendants by e-mail at any e-mail addresses provided for Defaulting Defendants by third parties.
9. The three hundred forty-seven thousand dollar (\$347,000) surety bond posted by BETTY'S BEST is hereby released to BETTY'S BEST or its counsel, SRIPLAW. The Clerk of the

Court is directed to return the surety bond previously deposited with the Clerk of the Court to BETTY'S BEST or its counsel.

This is a Default Judgment.

Dated: December 18, 2024

ENTERED:

A handwritten signature in black ink, reading "Thomas M. Durkin". The signature is written in a cursive, flowing style.

Thomas M. Durkin
United States District Judge

Amended Schedule A

Doe #	Mktplc.	Merchant Name	Merchant ID
1	Alibaba	Shijiazhuang Aofeite Imp & Exp Co., Ltd.	adminaofit
2	Alibaba	Fuzhou Yaleda Trade Co., Ltd.	amotrip
3	Alibaba	Shenzhen Canrux Industrial Co., Ltd.	canrux
4	Alibaba	Zhengzhou Cebing Trading Co., Ltd.	cebing
5	Alibaba	Chengdu Tops Technology Co., Ltd.	chengdutops
6	Alibaba	Dongguan Yuan Chen Trading Co., Ltd.	dgyuanchen
7	Alibaba	Shijiazhuang Diguangsen New Material Technology Co., Ltd.	diguangsen
8	Alibaba	Dalian Usmile International Trading Co., Ltd.	dlusmile
9	Alibaba	Zhuhai Gulam Technology Co., Ltd.	exercise
10	Alibaba	Ningbo Island Flower Trading Co., Ltd.	flowerpet
11	Alibaba	Foshan Bifuyi Trading Co., Ltd.	furryfriends
12	Alibaba	Zhenjiang Holda Materials Co., Ltd.	holdamaterials
13	Alibaba	Hangzhou Qianhong Culture Media Co., Ltd. Yiwu Branch	hzqianhong
14	Alibaba	Guangxi Nanning iPaws Pet Products Co., Ltd.	ipaws
15	Alibaba	Zhangjiagang Kingtale International Trading Co., Ltd.	kingtale
16	Alibaba	Zhangjiagang Kingtale International Trading Co., Ltd.	kingtalepets
17	Alibaba	Jintailin Technology (shenzhen) Co., Ltd.	kingterence
18	Alibaba	Jilin lomo pet products Co., Ltd.	lomopet
19	Alibaba	Shanghai Luby Pet Industries Co., Ltd.	lubypet

20	Alibaba	MiSun International Trade (Fujian) Co., LTD.	msmisun
21	Alibaba	Guangzhou Jad Enterprise Co., Ltd.	opopet
22	Alibaba	Xi'an Petspace Co., Ltd.	petspace
23	Alibaba	Rizhao Tongyuan Industrial Technology Co., Ltd.	rztongyuan
24	Alibaba	Huizhou Shengfeng Feather Craft Factory	sfym2005
25	Alibaba	Ningbo Missinteresting Imp And Exp Co., Ltd.	sweettreats
26	Alibaba	Shenzhen Tophy Technology Co., Limited	sztophy
27	Alibaba	Xiamen You Wei Import & Export Co., Ltd.	uway-xm
28	Alibaba	Ningbo Youme Pet Products Co., Ltd.	youmepet
29	Alibaba	Yiwu Haoyuan Import And Export Co., Ltd.	ywhaoyuan
30	Alibaba	Yiwu Qunsen Craft Co., Ltd.	ywqunsen
31	Alibaba	Zhejiang Yingye Technology Co., Ltd.	yykjchina
32	Alibaba	Yangzhou Blue Fox Sports Equipment Co., Ltd.	yzlanhu
33	Alibaba	Yiwu Zking Craft Co., Ltd.	zhijincraft
92	Amazon	Airay-Zhang	A11VPOJ8TJAONF
93	Amazon	ASHRUN US	A181A60C4U8SL1
99	Amazon	LSerendipity	A1J3VXM4MCU9HP
100	Amazon	DHQY	A1LKNTI773TKL5
101	Amazon	PESSILIN	A1RWUGHGPMPLZ
104	Amazon	laoqiangmen	A21EAG4VDSR4J
105	Amazon	WUMANGD	A21PEH2HDAXNJ9
107	Amazon	F-SHOW HOME	A24GJ8FU2IX0ML
108	Amazon	hfuheusfuseydeudoiwodosdsgfdgfdg	A2APZUPMX8HMN0
109	Amazon	KingTJHomeUS	A2CHP89ZT2LCD8
111	Amazon	GuangZhouXianZhenShangMaoYouXianGongSi	A2F3FT8VD3KP5U
112	Amazon	Dealmodes	A2G1X0QTH4RMPX
113	Amazon	ruigengdianzi	A2HXDZ7CCK0Q1G

114	Amazon	jing he xin cheng dong han bai huo dian	A2JBKVGWV6IUQ
115	Amazon	桂林瑞琪地坪工程有限公司	A2RSO960WJFOVF
116	Amazon	A shop that sells only fine goods	A2SB918BLE8DR9
117	Amazon	suwfnksf	A2TYYZBRKPJVSD
118	Amazon	qiuchunhua9192	A2V26UQMXS0L8X
119	Amazon	Luit THor	A2ZO4PH81LJD1C
121	Amazon	xiaojiuedian	A30N497UHWMIW
122	Amazon	LAO LI	A30YLL38NC4VB9
123	Amazon	Zyang shop	A328P0326SHH6Z
124	Amazon	kutesi	A32DZ78PN17FAV
125	Amazon	ROTUR-STUDIO	A32YCE0JJNSLI7
126	Amazon	Hao De Zhu Bai Huo Ling Shou Wang Dian	A34N1169NJPNPB
128	Amazon	woaiyangyan	A3GHQSR2GXJR4Y
129	Amazon	fuzhoujinanqumufanyanjingdian	A3I2XR17FE48AC
131	Amazon	aifengshanghang	A3SLXR881ZMY7N
133	Amazon	guangzhoushiwangmaishangmaozhongxin	AEC0EEI7J4J4N
135	Amazon	mcihael	AIZQDL14NXDM4
136	Amazon	Yaoqeen	AOAU25XN0I6FV
137	Amazon	Hartek	APN5EBV1A7TDJ
138	Amazon	Lisa Susie LLC	AQFBRW1KW1XTM
140	Amazon	HDZIR	AT65RHTGP83PJ
141	Amazon	Vokoyt	AXLLRDF00UPTR
142	CJdropshipping	Heyang Industrial Co., Ltd	2938880001
143	DHgate	mx_home Store	21579613
144	DHgate	smyy16 Store	21780107
145	DHgate	sobestpet Store	21905849
146	eBay	adeesolutionsltd	adeesolutionsltd
147	eBay	ahmed10	ahmed10
148	eBay	alhasangroup	alhasangroup
149	eBay	asard-87	asard-87
150	eBay	cjakennedy	cjakennedy
151	eBay	drutihon	drutihon
152	eBay	duerdenltd	duerdenltd
153	eBay	hacumbe-91	hacumbe-91
155	eBay	induma_29	induma_29
156	eBay	janel-1869	janel-1869

157	eBay	jeremys_store_est_2019	jeremys_store_est_2019
158	eBay	jobara_53	jobara_53
159	eBay	khelliss	khelliss
160	eBay	lukechrmack-0	lukechrmack-0
161	eBay	malixco	malixco
162	eBay	matthew-6508	matthew-6508
163	eBay	mohhak52	mohhak52
164	eBay	musenltd	musenltd
165	eBay	nuutp0	nuutp1
166	eBay	outdoor_garden	outdoor_garden
167	eBay	shop_online_store_4u	shop_online_store_4u
169	eBay	simplyhousehold	simplyhousehold
170	eBay	slghub	slghub
171	eBay	storevox	storevox
172	eBay	superstoregerman	superstoregerman
173	eBay	thewinningdeals	thewinningdeals
174	eBay	ukjplink	ukjplink
175	eBay	usa.factory	usa.factory
177	eBay	Forever Customized Life	yolocustomizedlife
178	eBay	zhouxiangjun13078720695	zhouxiangjun13078720695
183	Other	ammlin	ammlin.com
185	Other	asweju	asweju.online
189	Other	bobabi	bobabi.com
190	Other	brightmeteors	brightmeteors.com
193	Other	ceelic	ceelic.com
194	Other	cesdeals	cesdeals.com
199	Other	divoza	divoza.com
203	Other	emgrozz	emgrozz.com
208	Other	friskaleder	friskaleder.com
210	Other	gjchose6	gjchose6.shoppaas.com
213	Other	grandado	grandado.com
214	Other	grocerytoy	grocerytoy.com
228	Other	onsalefitnessgym	onsalefitnessgym.com
240	Other	sobeeriond	sobeeriond.com
241	Other	soundadvice	soundadvice.shop
252	Other	vicedeal	vicedeal.com
256	Shein	YOLO09	1479825948
257	Shein	WZruichuang	2318296788
258	Shein	ZSJ PET SUPPLIES	2695445653

259	Shein	PETBABY	3136752917
261	Shein	Guan Wu	3449418537
262	Shein	Xyseeru	5716939847
263	Shein	KANGHUIXING Pet Supplies	6264326596
264	Shein	WANXINREN PET SUPPLIES	7540888320
265	Shein	PetLover Pet Supplies	8256093510
266	Shopify	bestdealprima	bestdealprima.com
268	Shopify	coolightstore	coolight.shop
269	Shopify	dktshop	dktshop.com
270	Shopify	greatdealoffers	greatdealoffers.co.uk
273	Shopify	lordzon	lordzon.com
274	Shopify	mache pets	macheequinecanine.com.au
275	Shopify	pegasusquare	pegasusquare.com
278	Shopify	toptrendydeals	toptrendydeals.com
279	Shopify	wellstuffshop	wellstuffshop.com
280	Temu	KANG HUI XIU	144769830145
281	Temu	Airay	15092110854
282	Temu	takethelead	2261216175563
283	Temu	D C Pet Shop	2555547302992
284	Temu	COCNI Pet Supplies	286635234698
285	Temu	AIIGOO	293891139278
286	Temu	Pet Ring	301597285974
287	Temu	Little Puppy	4415156951268
288	Temu	CUTE PET PARTNER	4471874692445
289	Temu	VYSE Pets	4807834999954
290	Temu	ZL Life selective	4920848113453
291	Temu	Powsy Pet planet	5033258419160
292	Temu	Happy tail	5467279057190
293	Temu	Jin Fanxi	5488699390557
294	Temu	Cozy Living Goods	5552378750225
295	Temu	PETILALA	5798679627557
296	Temu	Guixi pet supplies	5990616854450
297	Temu	This is a pet shop	6127830303261
298	Temu	BASICLOGIC	6289653739006
299	Temu	ACkt	634418210515843
300	Temu	Kowth	634418210763103
301	Temu	WANSHIBANGSUPERFACTORY	634418210775786

302	Temu	Si Rui	634418211135695
303	Temu	LYXC	634418212197653
304	Walmart	HongDongXianTeSaDianZi	101584246
306	Walmart	Henan Aojing Ecological	101597442
307	Walmart	TaiYuanShiZhaoWuShang	101609562
308	Walmart	KAUU	101610718
311	Walmart	Meow&Woof	101131223
312	Walmart	xiaofu	101136201
314	Walmart	xiaocheng	101136667
315	Walmart	Ugerlov Fashion Co. Ltd	101180744
317	Walmart	MXHMHWC	101246885
318	Walmart	Suzhoufenghejiuxinxijishuyouxiangongsi	101256215
320	Walmart	Caitlin STORE	101290537
322	Walmart	YUANXIAO	101304879
323	Walmart	wudiwangshan	101341209
324	Walmart	DongfangAnjingQiuxuanCo., Ltd.	101342250
325	Walmart	Aidalin	101346956
326	Walmart	nanjingxuanliwenruanjiankeji	101348539
329	Walmart	tersalle	101619260
330	Walmart	meiyangyang101	101620119
331	Walmart	Honest Healthcare	101629783
332	Wish	kongfukid	57874a860a4c900b2be34c44
333	Wish	nangua	5789b8a99035dc555db25d43
334	Wish	heidou	5789c28a095367530083bf8e
335	Wish	Obscurtees	5875f4456bd3914cd5857830
336	Wish	wangjingshuiguo	58a3d1db13f0905490bd0796
337	Wish	dulang	58ca66c23a8bc86f5fcaffa0
338	Wish	168vitality	59f2b7d93eb22a50ca7071bf
339	Wish	stevenXjan	5ab36c621c256d0421dc3c61

340	Wish	Goddess Co.,Ltd	5d847d228810cc1673e66806
341	Wish	Guozhihui520	5ea7e85074f40c344ab06a50
342	Wish	Heeryobey Bags	5f8d2e661c808543d0f164cd
343	Wish	MichelleJW	603a20363e2a7327dd38bef4
344	Wish	Josefam	61d4b716b09001a7f58f8744
345	Wish	ALGODAO DE MAO	61dcaf9765c2f0d3388b21db
346	Wish	NOZES VERMELHAS	61dd7f2711c546bbe570826a
347	Wish	DannaClar	61e8b857e85b792591a68a04